THE HON'BLE SRI JUSTICE L. NARASIMHA REDDY

WRIT PETITION No. 18797 of 2005

DATED: 07.12.2005

Between:

M/s.Drans Field Agencies.

… PETITIONER

AND

The Superintendent, Osmania General Hospital, Hyderbad and others.

… RESPONDENTS

ORDER:

The 1st respondent issued a tender notice, dated 09.05.2005, inviting tenders for the purpose of providing security services. The selected Agency was required to deploy 75 numbers of security guards. The petitioner, the 3rd respondent and several others submitted tenders. The 1st respondent selected the 3rd respondent and rejected the tender of the petitioner. The action of the 1st respondent, in rejecting the tender of the petitioner, is challenged in this Writ Petition.

The petitioner states that it has been acting as an Agency to provide sanitation, security and other services to various hospitals and that though the amount quoted by it was far less than that of the 3rd respondent, the 1st respondent acted illegally and arbitrarily.

In the counter affidavit filed on behalf of respondents 1 and 2, it is stated that the petitioner did not possess the security licence. It is also alleged that the rate quoted by the petitioner was less than the minimum wages, for the required number of security staff.

Sri Ch.Janardhan Reddy, the learned counsel for the petitioner submits that the petitioner possessed a comprehensive licence for sanitation, house keeping, security services etc., and that the plea of the respondents in this regard is not correct. He further submits that the petitioner has at his disposal a number of persons, who are prepared to work for wages less than the minimum wages and that the 1st respondent ought to have accepted the tender of the petitioner.

The learned Government Pleader for Medical Health & Family Welfare submits that in the tender notice itself, it was clearly mentioned that the successful tenderer is under obligation to pay wages to the security personnel as per the prevailing Labour Laws and despite the same, the petitioner quoted the rate, which is less than the minimum wages.

The record discloses that the petitioner quoted Rs.1,64,850/- per month for providing security services in question, whereas the 3rd respondent quoted Rs.1,98,000/- per month. At the first blush, it may appear that the petitioner quoted fairly reasonable amount and his tender must be accepted. However, on a closer examination, the

matter assumes a different character.

In the tender schedule itself, it was categorically mentioned that the Agency must provide 75 numbers of security guards, including one Chief Security Officer and three Supervisors. In Clause (7) thereof, it was categorically mentioned that the payment of wages to the security personnel shall be made, as per the prevailing Labour Laws. In the counter affidavit filed by respondents 1 and 2, the wage structure as per the minimum wages prevailing as on today is furnished. According to them, monthly salary bills comes to Rs.1,82,120/-. That being the case, the figure quoted by the petitioner at Rs.1,64,850/- is far below than the minimum wages. The petitioner cannot be permitted to assert that it is a matter between himself and his employees and that the 1st respondent must not bother much about that issue. Therefore, no exception can be taken to the action of the respondents in not accepting the tender of the petitioner. Though the respondents have pleaded certain other grounds, this Court is not inclined to deal with the same.

Accordingly, the Writ Petition is dismissed. There shall be no order as to costs.

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07.12.2005

Jsu